

ASSIGNMENT

I, Urban F. Meyer ("Meyer"), a resident of the State of Ohio and an employee of The Ohio State University ("Ohio State") hereby assign to Ohio State the limited (in accordance with the terms of this agreement) right to use my name, voice, facsimile signature, photograph, image, likeness, distinctive appearance, and all other publicity rights (collectively "Persona") and derivatives thereof, and any other indicia identified with me, pursuant to the terms of §2741.01 et seq. of the Ohio Revised Code and the common law right of publicity, subject to the terms hereof. I also hereby consent to Ohio State registering, in the name of Ohio State, my name and likeness as a trademark ("Trademark") in the U.S. Patent & Trademark Office. I hereby assign to Ohio State the right to use my Persona and the Trademark on or in connection with the license, manufacture, sale, distribution, advertising, and promotion of products, merchandise, goods and all other mutually agreed upon commercial purposes, including but not limited to clothing, novelty items, hats, t-shirts, ties, mugs, cups, bumper stickers, pennants, flags and dolls (collectively the "Goods"). Notwithstanding anything herein to the contrary, Ohio State hereby agrees that Meyer may use, with the prior approval of Ohio State, which shall not be unreasonably withheld or delayed, the Persona and/or Trademark for (a) any charitable endeavors and (b) any opportunities presented to Meyer that do not conflict with Ohio State's business interests (e.g. a major sponsor). Furthermore, all proposed uses of my Persona and/or the Trademark are to be approved by me in advance and in writing. I hereby also assign to Ohio State all goodwill associated with the Trademark and all claims I may have for damages for past infringement of the Trademark that occurred as of the date of my employment by Ohio State. I

hereby further assign to Ohio State the right to protect and enforce the rights in my Persona and Trademark through all legal means, and Ohio State, upon mutual agreement agrees to protect and enforce all rights in my Persona and Trademark either independently or at my direction, all of which will be done at Ohio State's sole cost and expense. I will reasonably cooperate with Ohio State in its efforts to protect my Persona and Trademark. Ohio State will advise Meyer and his agent, Trace Armstrong, c/o Creative Artists Agency, L.L.C, 162 Fifth Avenue, 6th Floor, New York, NY 10010 (or such other agent as directed by Meyer), of any infringements of Meyer's Persona and Trademark (and proposed responses thereto), and Meyer will cooperate with Ohio State in taking action Ohio State believes is necessary to stop such infringing activities, at Ohio State's sole expense.

In exchange for this Assignment and other good and valuable consideration, the receipt and sufficiency of which Meyer acknowledges, Ohio State agrees that it will promptly, upon request from Meyer and at Ohio State's sole expense, assign all rights in the Persona and Trademark back to Meyer upon termination or expiration of Meyer's employment with Ohio State (the "Termination"). In addition, both Ohio State and Meyer agree that, if Meyer is no longer employed with Ohio State, Ohio State and its licensees and distributors have no further right to manufacture, sell, promote or distribute the Goods. Notwithstanding the above, for a post-Termination period not to exceed 180 consecutive days, Ohio State and its licensees and distributors have the right to distribute, promote and dispose of Goods which are on hand or which have been manufactured as of the date of Termination. Furthermore, Meyer grants to Ohio State the limited, revocable, right to monitor the marketplace on Meyer's behalf with respect to infringements on his Persona and, with Meyer's prior reasonable approval, to direct all

infringers to cease and desist any such infringing activity.

AGREED TO BY:

URBAN F. MEYER Signature: <u>[Signature]</u> Printed Name: Urban F. Meyer Title: Head Football Coach Date: <u>5/31/12</u>	THE OHIO STATE UNIVERSITY Signature: <u>[Signature]</u> Printed Name: Geoffrey S. Chatas Title: Sr. VP for Business and Finance, CFO Date: _____
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STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

On this 31st day of May, 2012, before me appeared Urban F. Meyer, the person who signed this assignment and who acknowledged that he signed it as a free act on his own behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public Julie D. Vannatta
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
R.C. 147.03

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

On this 31st day of May, 2012 before me, a Notary Public in and for said county and state, personally appeared Geoff Chatas, who executed and acknowledged that he/she is authorized to execute this assignment on behalf of The Ohio State University.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

